legislature to greatly increase the classes of things which may be the subjects of larceny.

MARRIAGE OF MINOR—WHAT LAW GOVERNS ANNULMENT.—Suit was brought to annul a marriage on the ground that plaintiff was under age at the time the supposed contract was entered into. The parties were both domiciled in New York, and had been refused a license to marry in that State. They went to New Jersey and were married, and returned to New York. It was admitted that by the law of New Jersey such marriage was valid; under the New York law non-age was a ground for annulment. *Held,* The marriage is invalid and should be annulled. *Cunningham* v. *Cunningham,* (N. Y. 1912) 99 N. E. 845.

Generally, of course, the validity of a contract of marriage depends upon the *lex loci contractus.* TIFFANY, PERSONS & DOMESTIC RELATIONS, 48; STORY, CONFLICT OF LAWS § 113; *Ex parte Chase,* 26 R. I. 351, 58 Atl. 978, 69 L. R. A. 493; *Com.* v. *Graham,* 157 Mass. 73, 31 N. E. 706, 16 L. R. A. 578, 34 Am. St. Rep. 255; *Sturgis* v. *Sturgis,* Ore. 93 Pac. 696. An exception to this general rule exists where the marriage is polygamous, incestuous, or against common morality. *McClennan* v. *McClennan,* 31 Ore. 480, 50 Pac. 802, 38 L. R. A. 863, 65 Am. St. Rep. 835; *Johnson* v. *Johnson,* Wash. 106 Pac. 500. A second exception to the general rule exists where the marriage is one expressly prohibited by the law of the domicile as contrary to the public policy thereof, and the ceremony is performed in another state to evade that law. *In re Stull's Estate,* 183 Pa. 625, 39 Atl. 16, 39 L. R. A. 539, 63 Am. St. Rep. 776; *State* v. *Fenn,* Wash. 92 Pac. 417. But see contra, *State* v. *Hand,* Neb. 126 N. W. 1002. TRACY, J., in *Thorp* v. *Thorp,* 90 N. Y. 602, 43 Am. Rep. 189, says, "The validity of a marriage contract is to be determined by the law of the place where entered into. If valid there it is to be recognized as such in the courts of this State, unless contrary to the prohibitions of natural law, or the express prohibitions of a statute." It is within the power of the legislature to change these rules of private international law; but in the absence of express provisions it is not to be lightly inferred that it has done so. *Van Voorhis* v. *Brintnall,* 86 N. Y. 18, 40 Am. Rep. 505. In the principal case there was no express prohibition upon the said marriage. There was merely a statute providing that non-age of one of the parties to a marriage contract was a ground for annulment at the application of that party; and it seems that a proper construction of such a statute would give it no extraterritorial effect. Hence it is submitted that the decision in the principal case is wrong, as the facts of the case do not bring it within an exception to the general rule that the *lex loci contractus* controls. The dissenting opinion of WERNER, J., presents what seems to be the better decision. See further on this point, the note to *Hills* v .*State,* 61 Neb. 589, 85 N. W. 863, 57 L. R. A. 155.

MASTER AND SERVANT—LIABILITY OF EMPLOYER FOR ACTS OF INDEPENDENT CONTRACTOR.—Plaintiff sold the pine timber on a certain tract of land to defendant's grantor, reserving certain timber on portions of the land which was not to be cut. Thereafter, defendant employed S to remove the timber owned by it, but instead of cutting that alone, S also cut some of the timber